**PATENT****IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re Application of:

David Wayne Gouge

William Joseph Ferris

Group Art Unit: 2152

Examiner: Unknown

Serial No.: 09/844,701

Atty. Dkt. No.: 407274.000008

Filed: April 27, 2001

For: ADAPTABLE WIRELESS PROXIMITY
NETWORKING**ELECTION UNDER 37 C.F.R. §§ 3.71 AND 3.73**
AND POWER OF ATTORNEY

Assistant Commissioner for Patents

Washington, D.C. 20231

Sir:

The undersigned, being Assignee of record of the entire interest in the above-identified application by virtue of an assignment recorded in the United States Patent and Trademark Office as set forth below, hereby elects, under 37 C.F.R. § 3.71, to prosecute the application to the exclusion of the inventors.

The Assignee hereby revokes any previous Powers of Attorney and appoints:

Chad Anson, Reg. No. 44,510; Amber Hatfield, Reg. No. 36,824; William Raman, Reg. No. 29,578; H. Lisa Koh, Reg. No. 43,725; and Charles D. Huston, Reg. No. 31,027;

each an attorney or agent of the firm of THOMPSON & KNIGHT, L.L.P., as its attorney or agent for so long as they remain with such firm, with full power of substitution and revocation, to prosecute the application, to make alterations and amendments therein, to transact all business in the Patent and Trademark Office in connection therewith, and to receive any Letters Patent, and for one year after issuance of such Letters Patent to file any request for a certificate of correction that may be deemed appropriate.

Pursuant to 37 C.F.R. § 3.73, the undersigned has reviewed the evidentiary documents, specifically the Assignment to TENAID TECHNOLOGIES, INC., referenced below, and certifies that to the best of my knowledge and belief, title remains in the name of the Assignee.

ASSIGNEE:
TENAID TECHNOLOGIES, INC.

By: 

Name: Rick Williams

Title: Vice President of Sales

Date: 8-21-2001

ASSIGNMENT:

- ☒ Concurrently filed
☐ Previously recorded

Date:

Reel:

Frames:

PATENT
FILE NO. 407274.000008

ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt, sufficiency and adequacy of which are hereby acknowledged, the undersigned, does hereby:

SELL, ASSIGN AND TRANSFER to **TENAID TECHNOLOGIES, INC.** (the "Assignee"), having a place of business at 888 W. Sam Houston, Suite 180, Houston, Texas 77042, the entire right, title and interest for the United States and all foreign countries in and to any and all improvements which are disclosed in the application for United States Letters Patent, which has been filed on **April 27, 2001** and is entitled "**ADAPTABLE WIRELESS PROXIMITY NETWORKING**", such application and all divisional, continuing, substitute, renewal, reissue and all other applications for patent which have been or shall be filed in the United States and all foreign countries on any of such improvements; all original and reissued patents which have been or shall be issued in the United States and all foreign countries on such improvements; and specifically including the right to file foreign applications under the provisions of any convention or treaty and claim priority based on such application in the United States;

AUTHORIZE AND REQUEST the issuing authority to issue any and all United States and foreign patents granted on such improvements to the Assignee;

WARRANT AND COVENANT that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been or will be made to others by the undersigned, and that the full right to convey the same as herein expressed is possessed by the undersigned;

COVENANT, when requested and at the expense of the Assignee, to carry out in good faith the intent and purpose of this assignment, the undersigned will execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all such improvements; execute all rightful oaths, declarations, assignments, powers of attorney and other papers; communicate to the Assignee all facts known to the undersigned relating to such improvements and the history thereof; and generally do everything possible which the Assignee shall consider desirable for vesting title to such improvements in the Assignee, and for securing, maintaining and enforcing proper patent protection for such improvements;

TO BE BINDING on the heirs, assigns, representatives and successors of the undersigned and extend to the successors, assigns and nominees of the Assignee.

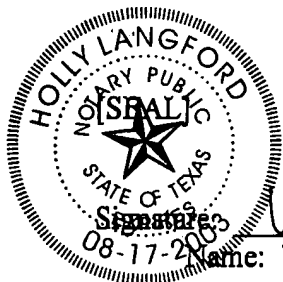
Signature: _____

Name: DAVID WAYNE GOUGE

Date: 8/21/2001STATE OF TXCOUNTY OF Harris

) ss.

BEFORE ME, the undersigned authority, on this 21 day of August, 2001, personally appeared DAVID WAYNE GOUGE, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same of his own free will for the purposes and consideration therein expressed.

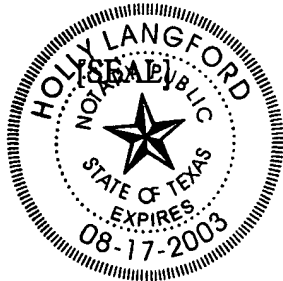


Holly Langford
Notary or Consular Officer

STATE OF TXCOUNTY OF Harris

) ss.

BEFORE ME, the undersigned authority, on this 21 day of August, 2001, personally appeared WILLIAM JOSEPH FERRIS, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same of his own free will for the purposes and consideration therein expressed.



Holly Langford
Notary or Consular Officer

THOMPSON & KNIGHT, L.L.P.
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98 San Jacinto Blvd.
Austin, Texas 78701-4081